

BEFORE THE INDIANA EDUCATION EMPLOYMENT RELATIONS BOARD

INDIANAPOLIS EDUCATION ASSOCIATION )  
and ANN WILKINS, in her official )  
Capacity as President of the Indianapolis )  
Education Association )  
6910 N. Shadeland Ave. Suite 100 )  
Indianapolis, IN 46256 )  
(317) 655-3775 )

Respondents )

AND )

JOHN H. RETTEW )  
6540 Tram Court )  
Indianapolis, IN 46260 )  
(317) 251-5066 )

Complainant )

Case No U-10-10-5385

**RECEIVED**

OCT 14 2010

INDIANA EDUCATION  
EMPLOYMENT RELATIONS BOARD

RESPONSE FOR UNFAIR PRACTICE

The Respondents, Indianapolis Education Association ("Association") and Ann Wilkins ("President") by representative, for its response to Unfair Practice alleged and state:

1. The Association agrees with John Rettew ("Complainant") that he was employed by the Indianapolis Public Schools ("IPS") for thirteen years.
2. The Association agrees that the Complainant was a member of the Association.
3. The Association agrees that as stated in Complainant's paragraph 5 that he received a letter on March 25, 2010, from Dr. Eugene White, ("Superintendent") recommending to the IPS Board of Commissioners ("Commissioners") that the

Complainant's contract be canceled at the Commissioners meeting on April 27, 2010.

4. The President and IEA UniServ Director Rod Elcessor ("Representative") deny that as stated in the Complainant's paragraph 5 that he was told, "that he did not stand a chance."
5. The Complainant was told by the President and Representative that the Superintendent was recommending the Complainant's contract be cancelled and that this was equivalent to a firing.
6. The President and Representative admit to telling the Complainant that "without compelling evidence to prove the Superintendent's charge of incompetence or to show and prove procedural violations of rights, the Commissioners rarely reject a cancellation of contract recommendation made by the Superintendent and that his chance to win would be difficult.
7. The Complainant contacted the Superintendent without consultation with the President and Representative requesting a hearing before the Commissioners.
8. The Respondents are without knowledge as to when the Complainant requested the hearing date from the Superintendent.
9. The President was first contacted by phone on April 8, 2010, by the Complainant explaining his situation.
10. The President scheduled a meeting with the Complainant on the same date following the telephone conversation.

11. On the April 8, 2010, meeting the Complainant told the President and Representative that he was being fired and that he had requested a hearing with the Commissioners.
12. The Complainant provided the President and Representative with a letter from Charlene Parks, Administrative Secretary for the Commissioners, dated April 8, 2010, that established the dismissal hearing on April 19, 2010.
13. The Representative told the Complainant that waiting for over two weeks to make a representation request limited the time to prepare the case.
14. The Complainant provided the President and Representative with his Mid-Year and Final Summative Evaluations.
15. The President and the Representative reviewed the Complainant's evaluations, and explained that the Complainant had received unsatisfactory performance ratings in domains two and three on both of his Mid-Year and Final Summative Evaluations.
16. The President and the Representative admit that they did explain to the Complainant that his evaluations were among the worst ratings that they had ever seen.
17. The President and Representative explained to the Complainant that he should have requested help from the Association following the unsatisfactory rating on the Mid-Year Evaluation and then again following the Final Summative Evaluation.
18. The President and Representative provided the Complainant with the section of the Master Agreement which states that, "If any teacher's unsatisfactory

performance is in Domain 2 or 3, the primary evaluator may recommend non-renewal of the contract.”

19. The President and the Representative told the Complainant that the evaluation of teachers is covered by four Domains on the Evaluation Instrument of which Domain 2, Classroom Environment, and Domain 3, Classroom Instruction, must have no less than a rating of basic.
20. The President and the Representative told the Complainant again that he would need very compelling evidence or a procedural violation to overcome the Mid-Year and Final Summative Evaluation which both rated the Complainant unsatisfactory in Domains two and three.
21. The President and the Representative told the Complainant to get a copy of all of his personnel information from IPS Human Resources Department as soon as possible, and gather any other evidence such as awards or letters of recommendation which would help counter the IPS evaluator’s unsatisfactory ratings.
22. The President told the Complainant to call as soon as he had copies of his personnel file and gathered other supporting information and they would meet and review the information.
23. The President called the Complainant on April 12<sup>th</sup> and 13<sup>th</sup> 2010, asking each day if the Complainant had gone to IPS Human Resources and made copies of his personnel file. The Complainant stated that he had not done so but was going to do it.


24. The President called the Complainant again on April 15 asking if he had got his personnel file information from H.R., and that it was imperative that we meet today as the deadline to prepare his case was quickly expiring, and that the Complainant was making representation very difficult.
25. The President and the Representative met with the Complainant on April 15, 2010. The Complainant did not provide the President and Representative with any evidence to use in a hearing.
26. The Complainant told the President and Representative that he had been selected by Who's Who twice and therefore had to be a good teacher.
27. The President and Representative explained to the Complainant that the Who's Who selection would not be the kind of necessary information to overcome the unsatisfactory performance ratings that he had received from multiple IPS administrators.
28. The Complainant revealed at the April 15<sup>th</sup> meeting with the President and the Representative that he had previously scheduled a pre-hearing conference for April 17, 2010, with Mr. Scott Tarter the Commissioner's Attorney.  
(“Commissioners Attorney”)
29. The President and the Representative told the Complainant that they were not available on that date and he should not have agreed to that date without conferring with them..
30. The Complainant then told the President and Representative that he had agreed to exchange information with Roberta Recker the Superintendent's Attorney  
(“Superintendent's Attorney”) at 5:00 p.m. on April 16, 2010.

31. The Respondent and the Representative explained to the Complainant that he had not provided his personnel information, and not supplied them with any evidence to exchange with the Superintendent's Attorney.
32. The Representative received a call on April 15, 2010, from the Commissioners Attorney regarding the prehearing conference which the Complainant had previously scheduled.
33. The Representative told the Commissioner's Attorney that the Complainant scheduled the hearing without the Representative or President's knowledge and that neither was available on April 17, 2010, for the pre-hearing conference.
34. The President denies that allegation in the Complainant's paragraph 7 which alleges that he was told that, "my safest move would be to resign, if I was thinking of staying in Indiana."
35. The President and Representative state that they did review an option of resignation with the Complainant but told the Complainant that any decision made was his.
36. The President and Representative deny any of the allegations in the Complainant's paragraph 8 which alleges that they failed to represent the Complainant against his employer.
37. On April 16, 2010, the Complainant notified the President that he had decided to resign instead of continuing the hearing on his cancellation of contract.
38. The Complainant provided the resignation to the Superintendent without prior review of such resignation with the President and Representative.

39. The Association believes it has been unfairly charged by the Complainant's statements and accusations alleged in this Unfair Complaint.

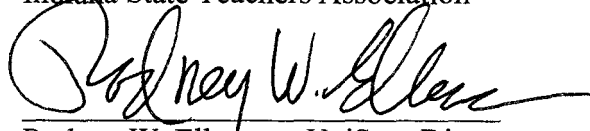
WHEREFORE, the Respondents, the Indianapolis Education Association and Mrs. Ann Wilkins, President, by representative, respectfully request that the Indiana Education Employment Relations Board deny the request of the Complainant and find that no violation of Indiana Code 20-29-1-1 et seq. has occurred, and deny the Complainant's charge.

I HEREBY SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATION ARE TRUE.

A handwritten signature in cursive script, appearing to read "Ann M. Wilkins", written over a horizontal line.

Mrs. Ann Wilkins, President  
Indianapolis Education Association

Respectfully submitted,  
Indiana State Teachers Association

A handwritten signature in cursive script, appearing to read "Rodney W. Elcessor", written over a horizontal line.

Rodney W. Elcessor, UniServ Director  
Indiana State Teachers Association